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SEP 06 2007

Attorney's Docket No.: 14255-034001  
Client's Ref. No.: ARC01-20018.00

**OFFICIAL COMMUNICATION FACSIMILE:**

**OFFICIAL FAX NO: (571) 273-8300**

Number of pages including this page 20

Applicant : Baer, et al.  
Serial No. : 09/844,187  
Filed : April 26, 2001

Art Unit : 1743  
Examiner : Jan Ludlow

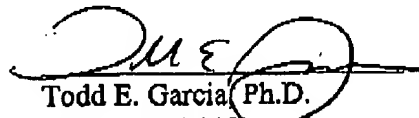
Title : Laser Capture Microdissection (LCM) Extraction Device and Device Carrier, and  
Method for Post-LMC Fluid Processing

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

A copy of the Revocation and New Power of Attorney filed by Applicants and stamped  
as received by the USPTO on September 22, 2006 is attached. Please add Fish & Richardson  
P.C. as the attorney of record for the above-referenced patent.

Respectfully submitted,

Date: September 6, 2007

  
Todd E. Garcia Ph.D.  
Reg. No. 54,112

Fish & Richardson P.C.  
225 Franklin Street  
Boston, MA 02110  
Telephone: (617) 542-5070  
Fax: (617) 542-8906

21727342.doc

NOTE: This facsimile is intended for the addressee only and may contain privileged or confidential  
information. If you have received this facsimile in error, please immediately call us collect at  
(617) 542-5070 to arrange for its return. Thank you.



Attorney's Docket No.: 14255-034001 / ARC01-20018.00

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

RECEIVED  
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SEP 06 2007

Applicant : Baer, et al.                      Art Unit : Unknown  
Serial No. : 09/844,187                      Examiner : Unknown  
Filed : April 26, 2001                      Conf. No. : 2124  
Title : LASER CAPTURE MICRODISSECTION (LCM) EXTRACTION DEVICE AND  
DEVICE CARRIER, AND METHOD FOR POST-LMC FLUID PROCESSING

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

REVOCATION AND NEW POWER OF ATTORNEY

Under 37 CFR §3.73(b) MOLECULAR DEVICES CORPORATION, a corporation, certifies that it is the assignee of 100% of the right, title and interest in the patent application identified above by virtue of:

☒ A chain of title from the inventors of the patent application identified above, to the current assignee as shown below. Copies of the assignments or other documents in the chain of title are attached.

1. From Thomas M. Baer, Robert H. Reamey, Keith E. Moravick, David F. Head, Bruce J. Richardson, and Derrick A. Richardson to Arcturus Engineering, Inc., recorded in the Patent and Trademark Office at Reel 012902, Frame 0326 on August 17, 2001. Arcturus Engineering, Inc. changed its name to Arcturus Bioscience, Inc., as evidenced by the attached copy of Certificate of Amendment to Articles of Incorporation filed with the Secretary of State of California on November 21, 2003.

2. From Arcturus Bioscience, Inc. to Molecular Devices Corporation, as evidenced by the attached copy of Patent Assignment Agreement effective April 3, 2006.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

## CERTIFICATE OF MAILING BY EXPRESS MAIL

Express Mail Label No. EL 980033075 USSeptember 22, 2006  
Date of Deposit

Applicant : Baer, et al.  
Serial No. : 09/844,187  
Filed : April 26, 2001  
Page : 2 of 3

Attorney's Docket No.: 14255-034001 / ARC01-  
20018.00

The undersigned, whose title is supplied below, is empowered to act on behalf of the assignee.

The undersigned, acting on behalf of the assignee, hereby revokes all powers of attorney previously granted in the application and appoints:

J. PETER FASSE  
Registration No. 32,983

TODD E. GARCIA  
Registration No. 54,112

JANICE L. KUGLER  
Registration No. 50,429

RICHARD BONE  
Registration No. 56,637

JOHN W. FREEMAN  
Registration No. 29,066

TIMOTHY A. FRENCH  
Registration No. 30,175

JOHN F. HAYDEN  
Registration No. 37,640

with full power of substitution and revocation, to prosecute the application and to transact all business in the United States Patent and Trademark Office connected therewith.

All correspondence regarding the application should be sent to:

**PTO Customer Number: 26161**

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States


Applicant : Baer, et al.  
Serial No. : 09/844,187  
Filed : April 26, 2001  
Page : 3 of 3

Attorney's Docket No.: 14255-034001 / ARC01-  
20018.00

Code and that such willful false statements may jeopardize the validity of the application or any patents issued thereon.

Respectfully submitted,

Date: 9/22/06

  
Thomas J. Olenic

Title: VP Sales + Service

Fish & Richardson P.C.  
225 Franklin Street  
Boston, MA 02110  
Telephone: (617) 542-5070  
Facsimile: (617) 542-8906

21429567.doc

## ASSIGNMENT JOINT

THIS ASSIGNMENT, by Thomas M. BAER, Robert H. REAMEY, Keith E. MORAVICK, David F. HEAD, Bruce J. RICHARDSON, and Derrick A. RICHARDSON (hereinafter referred to as the assignors), residing at 537 Drucilla Drive, Mountain View, California 94040, 2630 Ramona, Palo Alto, California 94306, 971 Maddux Drive, Palo Alto, California 94303, 207 Thomas Drive, Los Gatos, California 95032, 14801 Golf Links Drive, Los Gatos, California 95032, and 700 SW 110th Avenue #24-301, Pembroke Pines, Florida 33025, respectively witnesseth.

WHEREAS, said assignors have invented certain new and useful improvements in **LASER CAPTURE MICRODISSECTION (LCM) EXTRACTION DEVICE AND DEVICE CARRIER, AND METHOD FOR POST-LCM FLUID PROCESSING**, set forth in an application for Letters Patent of the United States, having an oath or declaration executed; and

WHEREAS, ARCTURUS ENGINEERING, INC., a corporation duly organized under and pursuant to the laws of California and having its principal place of business at 400 Logue Avenue, Mountain View, California 94043-4019 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

(Signature) Thomas M. Baer  
Name: Thomas M. BAER

Date April 26, 2001

STATE OF California )  
COUNTY OF Santa Clara ) ss.

BEFORE ME, the undersigned authority, on this 26 day of April, 2001, personally appeared Thomas M. Baer known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.



Kathleen M. Rodarte  
Notary Public  
My Commission Expires:

(Signature) Robert H. Reamey  
Name: Robert H. REAMEY

Date 4/27/01

STATE OF California )  
COUNTY OF Santa Clara ) ss.

BEFORE ME, the undersigned authority, on this 27 day of April, 2001, personally appeared Robert H. Reamey known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.



Kathleen M. Rodarte  
Notary Public  
My Commission Expires:

(Signature) Keith E. Moravick  
Name: Keith E. MORAVICK

Date 4/27/01

STATE OF California )  
COUNTY OF Santa Clara ) ss.

BEFORE ME, the undersigned authority, on this 27 day of April, 2001, personally appeared Keith E. Moravick known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.



Kathleen M. Rodarte  
Notary Public  
My Commission Expires:

orney Docket No.: 485772001800

(Signature) David F. Head

Name: David F. HEAD

Date

4/27/01STATE OF California )COUNTY OF Santa Clara ) ss.

BEFORE ME, the undersigned authority, on this 27 day of April, 2001, personally appeared David F. Head known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.

[seal]

Kathleen M. Rodarte  
Notary Public

My Commission Expires:

(Signature) Bruce J. Richardson

Name: Bruce J. RICHARDSON

Date

4/27/01STATE OF California )COUNTY OF Santa Clara ) ss.

BEFORE ME, the undersigned authority, on this 27 day of April, 2001, personally appeared Bruce J. Richardson known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.

[seal]

Kathleen M. Rodarte  
Notary Public

My Commission Expires:

(Signature) \_\_\_\_\_

Name: Derrick A. RICHARDSON

Date \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) ss.

BEFORE ME, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2001, personally appeared Derrick A. Richardson known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.

[seal]

\_\_\_\_\_  
Notary Public

My Commission Expires:

## ASSIGNMENT JOINT

THIS ASSIGNMENT, by Thomas M. BAER, Robert H. REAMEY, Keith E. MORAVICK, David F. HEAD, Bruce J. RICHARDSON, and Derrick A. RICHARDSON (hereinafter referred to as the assignors), residing at 537 Drucilla Drive, Mountain View, California 94040, 2630 Ramona, Palo Alto, California 94306, 971 Maddux Drive, Palo Alto, California 94303, 207 Thomas Drive, Los Gatos, California 95032, 14801 Golf Links Drive, Los Gatos, California 95032, and 700 SW 110th Avenue #24-301, Pembroke Pines, Florida 33025, respectively witnesseth.

WHEREAS, said assignors have invented certain new and useful improvements in **LASER CAPTURE MICRODISSECTION (LCM) EXTRACTION DEVICE AND DEVICE CARRIER, AND METHOD FOR POST-LCM FLUID PROCESSING**, set forth in an application for Letters Patent of the United States, having an oath or declaration executed; and

WHEREAS, ARCTURUS ENGINEERING, INC., a corporation duly organized under and pursuant to the laws of California and having its principal place of business at 400 Logue Avenue, Mountain View, California 94043-4019 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.



Attorney Docket No.: 485772001800

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

(Signature) \_\_\_\_\_

Date \_\_\_\_\_

Name: Thomas M. BAER

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2001, personally appeared Thomas M. Baer known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.

\_\_\_\_\_  
Notary Public

My Commission Expires:

[seal]

(Signature) \_\_\_\_\_

Date \_\_\_\_\_

Name: Robert H. REAMEY

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2001, personally appeared Robert H. Reamey known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.

\_\_\_\_\_  
Notary Public

My Commission Expires:

[seal]

(Signature) \_\_\_\_\_

Date \_\_\_\_\_

Name: Keith E. MORAVICK

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2001, personally appeared Keith E. Moravick known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.

\_\_\_\_\_  
Notary Public

My Commission Expires:

[seal]

Docket No.: 485772001800

(Signature) \_\_\_\_\_ Date \_\_\_\_\_  
Name: David F. HEAD

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2001, personally appeared David F. Head known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.

[seal]

\_\_\_\_\_  
Notary Public  
My Commission Expires:

(Signature) \_\_\_\_\_ Date \_\_\_\_\_  
Name: Bruce J. RICHARDSON

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2001, personally appeared Bruce J. Richardson known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.

[seal]

\_\_\_\_\_  
Notary Public  
My Commission Expires:

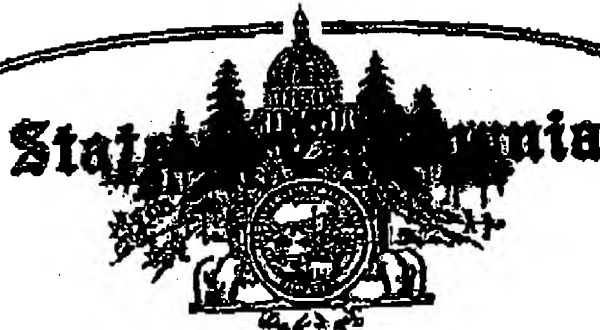
(Signature) Derrick A. Richardson Date 4/25/2001  
Name: Derrick A. RICHARDSON

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF BROWARD )

BEFORE ME, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2001, personally appeared Derrick A. Richardson known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.

[seal]

\_\_\_\_\_  
Notary Public  
My Commission Expires:

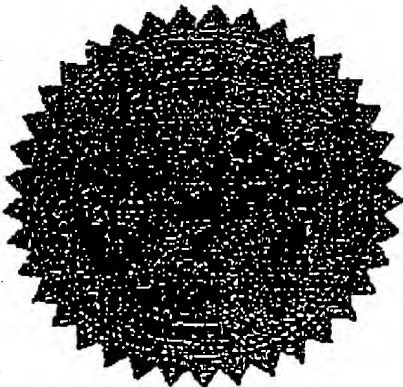
**SECRETARY OF STATE**

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 19 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

NOV 21 2003



*Kevin Shelley*

Secretary of State

NOV-21-2003 17:20

C T CORPORATION

916 441 6420 P.04/22

**ENDORSED - FILED**  
in the office of the Secretary of State  
of the State of California**CERTIFICATE OF AMENDMENT TO  
ARTICLES OF INCORPORATION OF  
ARCTURUS ENGINEERING, INC.**

NOV 20 2003

**KEVIN SHELLEY**  
Secretary of State

Thomas M. Baer and Nancy V. Westcott certify that:

1. They are the President and Secretary, respectively, of Arcturus Engineering, Inc., a California corporation.

2. Article I of the Articles of Incorporation of the corporation is amended and restated as follows:

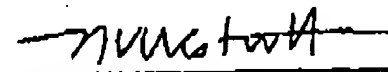
"The name of this corporation is Arcturus Bioscience, Inc."

3. Article IV of the Articles of Incorporation of the corporation is amended and restated as follows:

We further declare under penalty of perjury that the matters set forth in the foregoing certificate are true and correct of our own knowledge.

Executed at Mountain View, California, this 20 day of November, 2003.

  
Thomas M. Baer, President

  
Nancy V. Westcott, Secretary



**LIST OF PATENT APPLICATION SERIAL NUMBERS ASSIGNED TO  
ARCTURUS ENGINEERING, INC.**

08800882 W & L  
10635721  
09882530  
09707313  
08984979 TB  
09844187  
10011515  
10209508  
10264420  
11076272  
08797026 W  
08984983 TB  
09058711 TB  
09121635 TB  
09018452 TB  
09617742  
09562495  
09121677 TB  
09121691 TB  
10272879  
10735111  
09788117  
10989206  
09227274 W  
11276887 TB  
09357423  
09706332  
11331758

60060731 NR, TB  
60093744 TB  
60128578 TB  
60182832  
60060732 NR, TB  
60131863 TB  
60163634  
60199931  
60443209  
60511066  
60518029

Page 1 of 1

TB: 1220 Terra Bella Ave, Mountain View, CA 94043  
W: 1630 Walsh Ave, Santa Clara, CA 95051  
L: 400 Logue Ave, Mountain View, CA 94043  
NR: Assignment in file but no evidence of recordation

### PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** (the "**Agreement**") is made and effective as of April 3, 2006, by and between Arcturus Bioscience, Inc., a California corporation ("**Seller**"), and Molecular Devices Corporation, a Delaware corporation ("**Purchaser**").

**WHEREAS**, pursuant to that certain Asset Purchase Agreement, dated as of April 3, 2006, by and between Seller and Purchaser (the "**Asset Purchase Agreement**"), Purchaser is acquiring from Seller all of Seller's right, title and interest in and to the Acquired Patents (as defined below).

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, and transfer, to the Purchaser, its successors, legal representatives, and assigns, the Seller's entire right, title, and interest in:

- (a) the patents and patent applications set forth on Schedule I hereto (collectively the "**Acquired Patents**");
- (b) any provisional or other right to recover damages, including royalties, for prior infringement of any Acquired Patent; and
- (c) any patents of the United States or other countries that may be granted for or on any patent application included in the Acquired Patents, including continuation, divisional, continuation-in-part, reissues, re-examinations and extensions of any such application or patent.

The above-granted rights, titles, and interests are to be held and enjoyed by the Purchaser, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Seller had this sale and assignment not been made.

Seller agrees and covenants that it will cooperate in any actions (i) necessary for Purchaser to effectuate the transfer and assignment of the Acquired Patents to Purchaser, including without limitation the execution of documents necessary to record the assignment with the appropriate government agencies, at Seller's reasonable cost and expense; (ii) necessary for Purchaser to prosecute, maintain, renew or register its rights, title and interests in and to the Acquired Patents, including without limitation United States and foreign registrations, at Purchaser's cost and expense; and (iii) brought to enforce and/or defend (including interference proceedings) the rights assigned to Purchaser pursuant to this Agreement against third parties, at Purchaser's cost and expense.

In the event of any conflict between this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall control. Nothing in this Agreement shall be deemed to amend or modify in any way any of the terms and conditions of the Asset Purchase Agreement or any rights or obligations of the parties thereto. Nothing in this Agreement shall enlarge or expand the representations and warranties of Seller related to the Acquired Patents contained in the Asset Purchase Agreement. This Agreement shall be construed in accordance with, and governed in all

respects by, the laws of the State of California (without giving effect to principles of conflicts of laws).

The Seller hereby requests the Commissioner of Patents to issue the Acquired Patents of the United States to the Purchaser for the sole use and behalf of the Purchaser, its successors, legal representatives, and assigns.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment Agreement to be executed and delivered as of the date first above written.

PURCHASER:

MOLECULAR DEVICES CORPORATION

By: 

Print Name: Timothy A. Harkness

Title: Chief Financial Officer,  
Senior Vice President  
Finance and Operations

SELLER:

ARCTURUS BIOSCIENCE, INC.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

[SIGNATURE PAGE TO PATENT ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment Agreement to be executed and delivered as of the date first above written.

PURCHASER:

MOLECULAR DEVICES CORPORATION

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

SELLER:

ARCTURUS BIOSCIENCE, INC.

By: 

Print Name: A. SCHUCH

Title: CEO

[SIGNATURE PAGE TO PATENT ASSIGNMENT AGREEMENT]

### Schedule I

All of the patents, patent applications and patent rights that are owned by Seller and that were used in or are used in the Life Sciences Business, or are currently being evaluated by Seller (as evidenced in Records) for use in the Life Sciences Business, including the patents, patent applications and patent rights identified in this Schedule I, and any counterparts, reissues, reexaminations, divisions, extensions, continuations and continuations-in-part of, and any other patents issuing therefrom or claiming priority thereto, any of the foregoing, in each case in any jurisdiction in the world.

"Life Sciences Business" shall mean any business operations of Seller related to the research, development, marketing and promotion of Seller's instruments, reagents and disposable products for the molecular analysis of microscopic tissue samples, including the Specified Products, all as operated by Seller as of the date hereof. The "Life Sciences Business" expressly excludes Seller's business operations that relate exclusively to research and development with a goal of identifying clinically useful biomarkers and commercialization of products and services that measure validated biomarkers for the purposes of reporting a diagnostic result to a human patient or physician. "Specified Product" shall mean Seller's products for the molecular analysis of microscopic tissue samples including (a) all laser capture microdissection (LCM) instruments, (b) all reagents, disposable products and accessories used in connection with the LCM instruments, including reagents for nucleic acid isolation, amplification, detection and expression analysis, and micro-devices for low volume capture, extraction and purification of biological molecules, (c) all standalone products comprising any of the foregoing, and (d) all previous and future versions, translations, modifications, enhancements, improvements, upgrades, accessories, follow-ons or outgrowths of or to any of the foregoing or any related products currently under development. For clarity, the following Seller products are included in the Specified Products: Veritas™ XT Microdissection System, Veritas™ Microdissection System, PixCell® Iie LCM System, CapSure® LCM Caps, Paradisc® Reagent System, Paradise® Whole Transcript RT Reagent System, RiboAmp® RNA Amplification Kit, RiboAmp® OA RNA Amplification Kit, RiboAmp® OA 1 Round RNA Amplification Kit, RiboAmp® HS RNA Amplification Kit, PicoPure® RNA Isolation Kit, PicoPure® DNA Extraction Kit, HistoGene® LCM Immunofluorescence Staining Kit, HistoGene® LCM Frozen Section Staining Kit, CapSure® HS LCM Caps, CapSure® Micro LCM Caps, ExtracSure™ Sample Extraction Devices, Miracol™ Purification Columns, PrepStrip™ Tissue Preparation Strips and AutoPix® Microdissection System. "Records" shall mean all books, records, files, data (whether in hard copy or electronic form), customer lists, customer records, copies of all documentation related to the accounts receivable generated from the Life Sciences Business, vendor records, research and development reports, scientific and technical documents (including original laboratory notebooks, data, vector maps, protocols, user manuals, and application notes that relate to the internal or commercial use of the Specified Products or otherwise to the Acquired Patents or Acquired Trademarks or that may be useful for prosecuting or enforcing the Acquired Patents or Acquired Trademarks) and advertising and promotional materials.

	Description	Jurisdiction	Registration / Application No.
32.	CONSUMABLE FOR LASER CAPTURE MICRODISSECTION	HK	01100380.7
33.	CONSUMABLE FOR LASER CAPTURE MICRODISSECTION	EP	02015774.9
34.	CONSUMABLE FOR LASER CAPTURE MICRODISSECTION	EP	02027060.9
35.	FLUIDIC EXTRACTION OF MICRODISSECTED SAMPLES	US	09/357,423
36.	FLUIDIC EXTRACTION OF MICRODISSECTED SAMPLES	PCT	PCT/US99/16635
37.	FLUIDIC EXTRACTION OF MICRODISSECTED SAMPLES	EP	99935859.1
38.	FLUIDIC EXTRACTION OF MICRODISSECTED SAMPLES	CA	2,338,246
39.	FLUIDIC EXTRACTION OF MICRODISSECTED SAMPLES	MX	2001000691
40.	FLUIDIC EXTRACTION OF MICRODISSECTED SAMPLES	JP	2000561502
41.	PROCESSING TECHNOLOGY FOR LCM SAMPLES	US	6,528,248
42.	PROCESSING TECHNOLOGY FOR LCM SAMPLES	PCT	PCT/US00/11793
43.	PROCESSING TECHNOLOGY FOR LCM SAMPLES	EP	00930274.6
44.	HYBRIDIZATION STATION	US	09/706,332
45.	HYBRIDIZATION STATION	PCT	PCT/US00/41899
46.	TRANSFER FILM FOR LASER MICROCAPTURE	US	6,887,703
47.	TRANSFER FILM FOR LASER MICROCAPTURE	US	10/827,151
48.	TRANSFER FILM FOR LASER MICROCAPTURE	PCT	PCT/US01/05186
49.	TRANSFER FILM FOR LASER MICROCAPTURE	EP	01910904.0
50.	LASER CAPTURE MICRODISSECTION (LCM) EXTRACTION DEVICE AND DEVICE CARRIER AND METHOD FOR POST LCM PROCESSING	US	09/844,187